

Exhibit

B

JAMS ARBITRATION
Case No. 1110016365

PRABHAKAR GOEL, an individual;
and GOEL FAMILY VENTURES I LP,
a limited partnership,

Claimants,

vs.

ECONERGY, INC., a California
Corporation, and JASPAL SINGH DEOL,
an individual,

Respondents.

ECONERGY, INC., a California
Corporation, and JASPAL SINGH DEOL,
an individual,

Counter-Claimants,

vs.

PRABHAKAR GOEL, an individual;
and GOEL FAMILY VENTURES I LP,
a limited partnership,

Counter-Respondents.

ORDERS FOLLOWING AUGUST 4, 2017, HEARING

Pursuant to Section VII (A) of the Partial Final Award (Corrected) ("PFA"), and following written notice, a telephonic hearing was held on August 4, 2017, at 10:00 a.m. Robert J. Yorio, Esq., of Carr & Ferrell LLP, appeared on behalf of Claimant/Counter-Respondents Prabhakar Goel and Goel Family Ventures I LP ("Goel"). Kathleen E. Finnerty, Esq., of the Finnerty Law Offices, Inc., appeared on behalf of Respondents/Counter-Claimants Econergy, Inc., and Jaspal Singh Deol ("Econergy/Doel"). Also participating were Joseph Anastasi, CPA, the previously-appointed neutral account, and Megan Litle, Managing Consultant, both of the Berkeley Research Group. Prabhakar Goel ("Goel") was also on the call.

Good cause appearing, the following orders are made respecting the conduct of this arbitration:

1. Jaspal Deol's Performance of his Personal Guarantee:

The PFA, issued herein on June 21, 2017, required that Deol make good on his personal guarantee of Econergy's loan from Goel by paying \$352,308.59 to Goel within thirty days of that PFA. That payment was not made, and Ms. Finnerty verified that Deol will not be making that payment. The PFA provided that if the payment was not made, Deol would be ordered to immediately turn over to Goel the security pledged for that personal guarantee, i.e., his shares in Econergy, Inc., and his interest in the land under the Econergy plant near Ludhiana, Punjab,

Accordingly, Deol is hereby ordered to transfer to Goel all his shares in Econergy, Inc., and his interest in the land under the Econergy, Inc. Ludhiana plant. Counsel are to promptly meet and confer regarding the mechanics of effecting these transfers, with Mr. Yorio initiating the process by proposing the steps that need to be taken.

Deol is also hereby ordered to full preserve and protect the assets of Econergy, Inc., and make no expenditures from Econergy's funds other than those essential for the ordinary conduct of business by Econergy.

2. Neutral Accountant's Work:

To assist in the neutral accountant's work, counsel shall provide Mr. Anastasi, by no later than August 14, 2017, summaries of the materials they have furnished to date. They shall also provide any passwords or other instructions needed by the accountant to access the material provided. Once these summaries have been provided, and reviewed, the accountant may request, through the undersigned, that the parties make presentations regarding the materials furnished and their application to the accountant's various tasks.

If at any time the accountant wishes to request, from one or more of the parties, additional information or clarification of any matter, the request shall be made telephonically via a conference call in which all counsel participate.

Dated: August 4, 2017.



Hon. Robert A. Baines
Judge of the Superior Court (Ret.)
Arbitrator

PROOF OF SERVICE BY EMAIL & U.S. MAIL

Re: Goel, Prabhakar vs. Econergy, Inc., et al.
Reference No. 1110016365

I, Cynthia Victory, not a party to the within action, hereby declare that on August 07, 2017, I served the attached Orders Following August 4, 2017, Hearing on the parties in the within action by Email and by depositing true copies thereof enclosed in sealed envelopes with postage thereon fully prepaid, in the United States Mail, at San Jose, CALIFORNIA, addressed as follows:

Robert J. Yorio Esq.
Christine Watson Esq.
Carr & Ferrell, LLP
120 Constitution Drive
Menlo Park, CA 94025
Phone: 650-812-3400
yorio@carrferrell.com
cwatson@carrferrell.com
Parties Represented:
Prabhakar Goel

Kathleen E. Finnerty Esq.
Finnerty Law Offices, Inc.
1430 Blue Oaks Blvd.
Suite 250
Roseville, CA 95747
Phone: 916-415-7070
KFinn@KFinnertyLaw.com
Parties Represented:
Econergy, Inc.
Jaspal Singh Deol

Joe Anastasi
Megan Litle
Berkeley Research Group, LLC
janastasi@thinkbrg.com
mlitle@thinkbrg.com

I declare under penalty of perjury the foregoing to be true and correct. Executed at San Jose, CALIFORNIA on August 07, 2017.


Cynthia Victory
cvictory@jamsadr.com

Exhibit

C

JAMS ARBITRATION
Case No. 1110016365

PRABHAKAR GOEL, an individual;
and GOEL FAMILY VENTURES I LP,
a limited partnership,

Claimants,

vs.

ECONERGY, INC., a California
Corporation, and JASPAL SINGH DEOL,
an individual,

Respondents.

ECONERGY, INC., a California
Corporation, and JASPAL SINGH DEOL,
an individual,

Counter-Claimants,

vs.

PRABHAKAR GOEL, an individual;
and GOEL FAMILY VENTURES I LP,
a limited partnership,

Counter-Respondents.

**ORDER ENJOINING ACTIONS UNDERTAKEN BY JASPAL SINGH DEOL
IN VIOLATION OF ORDERS ISSUED IN THIS PROCEEDING**

A telephonic hearing on Claimants' August 14, 2017, letter-request for injunctive relief regarding Respondent Jaspal Singh Deol's alleged violation of the orders issued herein (the Partial Final Award and the Orders Following August 4, 2017, Hearing) was held on August 16, 2017, at 5:00 p.m. Robert J. Yorio, Esq., of Carr & Ferrell LLP, appeared on behalf of Claimant/Counter-Respondents Prabhakar Goel and Goel Family Ventures I LP ("Goel"). Kathleen E. Finnerty, Esq., of the Finnerty Law Offices, Inc., appeared on behalf of Respondents/Counter-Claimants Econergy, Inc., and Jaspal Singh Deol ("Econergy" and "Doel," respectively). Claimant Prabhakar Goel also participating in the call.

Good cause appearing, the following findings are orders are made:

FINDINGS

Pursuant to the terms of the Partial Final Award (Corrected) ("Award") issued herein on June 21, 2017, and the Orders Following August 4, 2017, Hearing ("Orders"), and based on Deol's failure to make good on his personal guarantee of Claimant Prabhakar Goel's loan to Econergy, Inc., Respondent Jaspal Singh Deol was ordered to turn over all of his shares in Econergy, Inc. to Claimant Goel. Further, until the transfer of the shares was completed, Deol was ordered not to take any actions on behalf of Econergy, Inc., other than those required in the ordinary course of business.

Despite the above Award and the Orders, Deol has not turned over his shares in Econergy and further has pursued at least one legal action in the courts of India (in the Commercial Court in Ludhiana, Punjab) on behalf of Econergy, Inc. That action seeks to re-litigate the very matters previously resolved in this arbitration, and clearly is not part of the ordinary course of business of Econergy, Inc. To now pursue that action, or any similar action, would be in direct violation of the above Award and Orders.

ORDERS

1. Respondent Jaspal Singh Deol is hereby ordered to immediately cease and desist from pursuing any legal action(s) in India or in any other jurisdiction purportedly on behalf of Econergy, Inc.
2. Jaspal Singh Deol is further ordered to advise any court(s) in which he has filed actions on behalf of Econergy, Inc. that he no longer holds any legal interest in Econergy, Inc., and that he has no legal capacity to pursue actions on behalf of Econergy, Inc.
3. Due to his forfeiture of his shares in Econergy, Inc., as ordered in the Partial Final Award and the Orders Following August 4, 2017, Hearing, Jaspal Singh Deol is further ordered to immediately resign as a director of Econergy, Inc.
4. Prabhakar Goel is hereby appointed as the sole director of Econergy, Inc.

5. Claimants Prabhakar Goel, and the Goel Family Ventures I LLP, may file this Order, together with the Partial Final Award issued herein on June 21, 2017, and the Orders Following August 4, 2017, Hearing, with any court or in any other proceeding, including any proceeding in which Jaspal Singh Deol purports to act on behalf of Econergy, Inc.
6. The issue of whether any claims advanced by Jaspal Singh Deol in his individual capacity (as opposed to claims advanced on behalf of Econergy, Inc.) should be enjoined is reserved for later resolution. Depending on the nature of any such individual claims, they may well constitute an improper collateral attack on the orders made in this matter, and properly subject to injunctive relief.

Dated: August 16, 2017.



Hon. Robert A. Baines
Judge of the Superior Court (Ret.)
Arbitrator

PROOF OF SERVICE BY EMAIL & U.S. MAIL

Re: Goel, Prabhakar vs. Econergy, Inc., et al.
Reference No. 1110016365

I, Cynthia Victory, not a party to the within action, hereby declare that on August 17, 2017, I served the attached Order Enjoining Actions Undertaken By Jaspal Signh Deol In Violation Of Orders Issued In This Proceeding on the parties in the within action by Email and by depositing true copies thereof enclosed in sealed envelopes with postage thereon fully prepaid, in the United States Mail, at San Jose, CALIFORNIA, addressed as follows:

Robert J. Yorio Esq.
Christine Watson Esq.
Carr & Ferrell, LLP
120 Constitution Drive
Menlo Park, CA 94025
Phone: 650-812-3400
yorio@carrferrell.com
cwatson@carrferrell.com
Parties Represented:
Prabhakar Goel

Kathleen E. Finnerty Esq.
Finnerty Law Offices, Inc.
1430 Blue Oaks Blvd.
Suite 250
Roseville, CA 95747
Phone: 916-415-7070
KFin@KFinnertyLaw.com
Parties Represented:
Econergy, Inc.
Jaspal Singh Deol

I declare under penalty of perjury the foregoing to be true and correct. Executed at San Jose, CALIFORNIA on August 17, 2017.


Cynthia Victory
cvictory@jamsadr.com

Exhibit

D

FILED
SEP 11 2017

Clerk of the Court
Superior Court of CA County of Santa Clara
BY Robert Gutierrez DEPUTY

Robert Gutierrez

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA**

Case No. 17-CV-314877
ORDER

Econergy, Inc., a California corporation; et al,
Plaintiffs,

vs.

Jaspal Singh Deol, an individual and Does I
through XX, inclusive,
Defendant

On September 8, 2017 the above-entitled matter came on for hearing in Department 13 before the Honorable James L. Stoelker on plaintiffs Econergy, Inc.'s, Prabhakar Goel's and Goel Family Ventures I LP's Order to Show Cause re Preliminary Injunction. Attorney Robert J. Yorio appeared on behalf of plaintiffs. Attorney Eliezer M. Cohen appeared on behalf of defendant Jaspal Deol. The matter having been briefed argued and submitted for decision, the court rules as follows:

1 This court issued an Order to Show Cause and Temporary Restraining Order on August
2 25, 2017. The terms of the Order required that the Order to Show Cause be served on defendant
3 no later than August 28, 2017. Defendant contends that he was not served pursuant to Code.

4 However, the court finds that service to counsel was timely completed and even though service
5 was not completed as required by Code of Civil Procedure section 527(d)(2), Rule 3.1150(a), no
6 prejudice was suffered by defendant who responded on the merits and appeared in person at the
7 time of the hearing.

8 IT IS HEREBY ORDERED that during the pendency of this action defendant Jaspal
9 Deol and his agents, servants, employees, and representatives, and all persons acting in concert
10 or participating with them are enjoined and restrained from engaging in, committing, or
11 performing, directly or indirectly, and of the following acts:

12 (a) pursuing any legal action(s) in India or in any other jurisdiction purportedly on behalf of
13 Econergy, Inc.;

14 (b) acting or purporting to act as authorized representative of Econergy in India, or in any other
15 jurisdiction;

16 (c) violating or taking actions in opposition to, or hindering, interfering with or frustrating the
17 implementation of the interim orders pursuant to the terms of the arbitration award issued by
18 Judge Baines dated June 21, 2017 and/or August 4, 2017;

19 (d) interfering with or frustrating any actions taken or to be taken by plaintiff Goel on behalf of
20 Econergy, Inc. in his capacity as sole Director of Econergy;

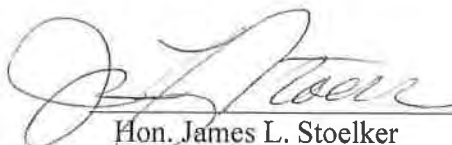
21 (e) interfering with or frustrating the implementation of any and all orders arising out of the
22 arbitration proceedings.

23 The acts restrained in this order do not include legal proceedings for the purpose of
24 obtaining a reconsideration of the arbitration award, opposing the entry of judgment thereon or
25 appealing the judgment therefrom.

26 This order is compelled pursuant to Code of Civil Procedure section 529(a) to require
27 an undertaking as a condition for granting the injunction. The amount of the bond is intended to
28 cover all reasonably foreseeable damages that may be proximately caused by issuance of the

1 injunction. Here, the court fixes the amount of the bond at \$50,000 as a reasonable estimate of
2 the defense costs incurred by defendant in opposing the complaint in this matter.

3
4
5
6 Dated: 9/11/17



Hon. James L. Stoelker
Superior Court Judge



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA
DOWNTOWN COURTHOUSE
191 NORTH FIRST STREET
SAN JOSÉ, CALIFORNIA 95113
CIVIL DIVISION**

**Robert J. Yorio
120 Constitution Drive
Menlo Park CA 94025**

**RE: Econergy, Inc. vs Jaspal Singh Deol
Case Number: 17CV314877**

PROOF OF SERVICE

ORDER was delivered to the parties listed below the above entitled case as set forth in the sworn declaration below.

If you, a party represented by you, or a witness to be called on behalf of that party need an accommodation under the American with Disabilities Act, please contact the Court Administrator's office at (408) 882-2700, or use the Court's TDD line (408) 882-2690 or the Voice/TDD California Relay Service (800) 735-2922.

DECLARATION OF SERVICE BY MAIL: I declare that I served this notice by enclosing a true copy in a sealed envelope, addressed to each person whose name is shown below, and by depositing the envelope with postage fully prepaid, in the United States Mail at San Jose, CA on September 11, 2017. CLERK OF THE COURT, by Robert Gutierrez, Deputy.

cc: Eliezer M. Cohen, 2315 Capitol Avenue, Sacramento, CA 95816

Exhibit

E

JAMS ARBITRATION
Case No. 1110016365

PRABHAKAR GOEL, an individual;
and GOEL FAMILY VENTURES I LP,
a limited partnership,

Claimants,

vs.

ECONERGY, INC., a California
Corporation, and JASPAL SINGH DEOL,
an individual,

Respondents.

_____/

ECONERGY, INC., a California
Corporation, and JASPAL SINGH DEOL,
an individual,

Counter-Claimants,

vs.

PRABHAKAR GOEL, an individual;
and GOEL FAMILY VENTURES I LP,
a limited partnership,

Counter-Respondents.

_____/

FURTHER INJUNCTIVE ORDERS DIRECTED TO JASPAL SINGH DEOL

PROCEDURAL BACKGROUND

Prior orders¹ required Respondent Jaspal Singh Deol (“Deol”) to perform the following:

(1) turn over to Claimant Prabhakar Goel (“Goel”) the two items that Deol had pledged to Goel as part of Deol’s personal guarantee under the 2011 Loan Agreement (i.e., his Econergy, Inc. shares and the land underlying the Ludhiana solar power plant); and

(2) cease pursuing any legal actions in India or elsewhere that constituted collateral attacks on any matters encompassed by this binding arbitration.

Subsequently, on or about December 21, 2017, Claimants Goel and Goel Family Ventures I LP (“GFV I LP”) filed a motion requesting additional injunctive relief regarding the above matters. See “Claimants’ Motion to Enjoin Respondent Jaspal Deol for Pursuing Collateral Attacks on this Arbitration and the Arbitrator’s Orders,” filed together with the Declaration of Robert J. Yorio in support of the motion. The motion contended that the transfers of shares and land, as ordered in August of 2017, had not been completed, that Deol and/or his agents had not cooperated in the efficient transfer of the land and the Econergy Ludhiana solar plant to Goel, and that Deol continued to pursue his collateral attack on this arbitration proceeding in the courts of India. Accordingly, Claimants requested further injunctive orders on these matters.

Respondent Deol opposed the issuance of the requested additional orders. See “Respondent’s Memorandum of Points and Authorities in Opposition to Claimant’s Motion to Enjoin Respondent Jaspal Deol” and the Declaration of Eliezer Cohen in support of that opposition, both dated January 5, 2018.

The motion was heard on January 12, 2018, at the JAMS Silicon Valley Resolution Center, 160 W. Santa Clara Street, Sixteenth Floor, San Jose, California. Robert J. Yorio, Esq., of Carr & Ferrell LLP, appeared on behalf of Claimants/Counter-Respondents Goel and GFV I LP. Prabhakar “Prabhu” Goel personally appeared at the hearing. Eliezer Cohen, Esq., of Gavrilov & Brooks, appeared on behalf of Respondent Deol.

The undersigned, having read and considered the moving and opposition papers², and heard and considered the arguments of counsel, and good cause appearing, hereby

¹ See “Orders Following August 4, 2017, Hearing,” dated August 4, 2017; “Order Enjoining Actions Undertaken by Jaspal Singh Deol in Violation of Orders Issued in this Proceeding,” dated August 16, 2017; and “Orders on Request for Modification,” dated October 11, 2017.

² The undersigned has also received, read, and considered the letter brief of Eliezer Cohen, Esq., dated February 9, 2018, submitted on behalf of Respondent/Counter-Claimant Deol, and the letter brief of Robert J. Yorio, Esq., dated February 15, 2018, submitted on behalf of Claimants/Counter-Respondents.

makes the following findings and issues the following Further Injunctive Orders Directed to Jaspal Singh Deol:

FINDINGS

1. Deol, despite his ability to do so, had not completed the previously-ordered transfer of his Econergy, Inc. shares and the transfer of the Ludhiana land, and further he or his agents have not fully cooperated in the orderly transition of the Ludhiana land and solar plant to Deol or his designee(s);
2. Deol continues to pursue legal actions on behalf of Econergy, Inc. despite the fact that he no longer holds any interest in Econergy, Inc., and no longer possesses the authority to take actions on behalf of that entity;
3. Deol continues to pursue allegedly "individual" legal claims that are, in reality, (a) claims made on behalf of Econergy, Inc., or (b) claims that Deol was required by the Co-Development Agreement and the Loan Agreement to pursue in this arbitration, and which claims already have been the subject of hearings and rulings in this arbitration.

FURTHER INJUNCTIVE ORDERS

Based on the above findings, and in order to effectuate the previously-issued orders in this matter, the following further injunctive orders are made:

Respondent Jaspal Singh Deol, and any person or persons acting at his behest or on his behalf, including agents, employees, representative, and all persons acting in concert or participating with them, are ordered as follows:


1. To immediately cease and desist from pursuing any legal action(s), in India or in any other jurisdiction, whether on behalf of Econergy Inc. or on Deol's own individual behalf, involving the affairs of Econergy, Inc., including the planning, development, and operation of Econergy's Ludhiana solar power plant;
2. To forthwith advise any court(s) in which he has filed actions on behalf of Econergy, Inc., that he no longer holds any legal interest in Econergy, Inc.; that he no longer has the legal capacity to pursue actions on behalf of Econergy, Inc., and that any individual claims he possesses from the planning, development, and operation of Econergy's Ludhiana solar plant are matters that he is required to submit to binding arbitration;
3. To forthwith instruct any Indian counsel acting on his behalf, including Damanbir Singh Sobti, in writing, to forthwith withdraw or dismiss the entire action pending in the court of Sh. K K. Kareer Commercial Court Ludhiana, Punjab, India, including all claims on behalf of Econergy, Inc. and claimed on behalf of himself individually regarding the planning, development, and operation of Econergy's Ludhiana solar plant;

4. To promptly take all actions needed to ensure the transfer of the land underlying the Econergy Ludhiana solar plant to a designee of Claimant Goel, including, but not limited to, furnishing to Goel, or his designee, three (3) original properly-executed powers of attorney granting to Goel or his designee full authority to take all actions necessary for the transfer of the Ludhiana land to Goel or his designee;
5. To immediately instruct Surinder Singh Sandhu, in writing, to (a) immediately allow Claimants' agents in India to have unrestricted access to and complete control over the Ludhiana solar power plant and its operations, including turning over any keys and codes and (b) refrain from interfering with Claimants' access to and control over the plant in any way, and (c) provide the digital signature to the Claimants' designated Chartered Accountant solely for the purpose of changing any and all authorized signatories in India;
6. To immediately instruct Surinder Singh Sandhu to refrain from accessing or attempting to access Econergy, Inc.'s bank accounts;
7. To forthwith turn over to Goel all documents (including originals where available) pertaining to (a) Econergy and Econergy's business and its dealing with PEDDA, IREDA and PSPCL, including all tax returns (and supporting documents therefor) filed in the U.S. and all documents pertaining to Econergy in India, and (b) original documents regarding Deol's purchase and operation of the land underlying the Econergy Ludhiana plant;
8. To deliver to Goel, within five (5) days, three fully-executed and notarized originals of the Affidavit which is attached hereto as Exhibit A to assist Goel and GFV I LP in assuming complete and effective control of the operations of Econergy, Inc., including of its Ludhiana plant and any Econergy, Inc. bank accounts.

Goel and GFV I LP may file the executed Affidavit (Exhibit A hereto) in any Indian action or elsewhere as needed to effectuate the transfer of Econergy, Inc. and its Ludhiana solar plant to Goel and GFV I LP, or their designee(s).

Goel, and the Goel Family Ventures I, LP, may file this Order, together with any other orders or awards issued in this matter, with any court or in any other proceeding in which Jaspal Singh Deol purports to act on behalf of Econergy, Inc., or to act on his own behalf in matters involving the planning, development, and operation of Econergy's Ludhiana solar power plant.

Dated: February 20, 2018.



Hon. Robert A. Baines
Judge of the Superior Court (Ret.)
Arbitrator

Affidavit of Mr. Jaspal Singh Deol, son of late Sh. Jasmer Singh Deol,
resident of 2712 Hilton Circle, Elk Grove, California, USA

I, Jaspal Singh Deol, son of late Sh. Jasmer Singh Deol, resident of 2712 Hilton Circle, Elk Grove, California, USA, and former Director of Econergy Inc., do hereby declare, on solemn affirmation, as below. This Affidavit is also pursuant to the awards issued by the Arbitrator, Honorable Robert A. Baines (Ret), in California, USA, in the binding arbitration between myself and Dr. Prabhakar Goel, Goel Family Ventures I LP, and Econergy Inc., entitled *Goel, et al., v. Econergy, Inc., et al.*, Judicial Arbitration and Mediation Services, Case No. 1110016365.

- (a) I am no longer a Director of Econergy Inc. Dr. Prabhakar Goel was appointed as the sole Director of Econergy Inc. effective August 16, 2017. As of August 16, 2017, I have no legal capacity to pursue, authorize or direct actions on behalf of Econergy Inc. As of August 16, 2017, I have no authority to access or use either directly or indirectly Econergy Inc. bank accounts anywhere in the world. I cannot act or purport to act as an authorized representative of Econergy Inc. in any capacity whatsoever.
- (b) I have no further role in Econergy Inc. and, as of August 16, 2017, Dr. Goel has complete and final decision making authority over the affairs of Econergy Inc. both in the U.S.A. and in India. Dr. Goel and his designated attorneys, agents, and representatives have complete and final authority to conduct the affairs and business of

Econergy Inc.'s 1 MW solar power plant at Village Boparai Kalan, Tehsil Jagraon, Dist. Ludhiana, Punjab.

- (c) Mr. Surinder Singh Sandhu, son of Sh. Avtar Singh, resident of Village Hans Kalan, District Ludhiana, Punjab, India has been my Ludhiana-based agent working on my behalf in matters and operations pertaining to Econergy Inc. I have instructed Mr. Sandhu that he is to cease and desist from any involvement with Econergy Inc. business and promptly and peaceably hand over the possession and operations of the 1 MW solar power plant to Dr. Goel's designated agents and representatives. Mr. Sandhu will henceforth not be authorized to act in any capacity on my behalf or on behalf of Econergy Inc. Mr. Sandhu has also been instructed to turn over all assets of Econergy that are in his personal possession – including all equipment, documents, records, keys, security codes, etc. Mr. Sandhu has been specifically instructed not to access or use either directly or indirectly any bank accounts of Econergy. I have also instructed Mr. Sandhu to provide his digital signature and authorization to Dr. Goel's designee to allow changes of authorized signatories associated with Econergy matters in India. I will provide copies of my instructions to Mr. Sandhu confirming all of the above to Dr. Goel promptly.
- (d) Prior to August 16, 2017, I had retained Mr. Damanbir Singh Sobti (including his law firm) as advocates on behalf of Econergy Inc. to

pursue litigation in India. I will direct him to withdraw any and all claims and complaints filed by him on behalf of Econergy Inc. or myself individually in the Ludhiana Commercial Court. Any actions taken by Mr. Sobti in connection with Econergy Inc. must henceforth be at the direction of Dr. Goel. I will promptly provide to Dr. Goel copies of all my instructions to Mr. Sobti and his law firm.

- (e) The services of Mr. Damanbir Singh Sobti are no longer required by Econergy Inc. or myself as an individual in that civil suit titled as Econergy Inc. and another versus Goel Family Ventures and others pending in the court of Sh.K.K.Kareer Commercial Court Ludhiana.
- (f) I confirm that I will not interfere with or frustrate any and all orders arising out of the Arbitration proceedings. Pursuit of any legal remedies available to me under the California Arbitration Act (Code of Civil Procedure §§ 1280 *et seq.*) regarding this arbitration proceeding would not be considered interference or obstruction of the Arbitration proceeding.
- (g) I confirm that neither I nor my agents will interfere with or frustrate any actions taken by Dr. Goel on behalf of Econergy Inc. in his capacity as sole Director of Econergy Inc. Pursuit of any legal remedies available to me under the California Arbitration Act (Code of Civil Procedure §§ 1280 *et seq.*) regarding this arbitration

proceeding would not be considered interference or obstruction of Dr. Goel's actions as Econergy, Inc.'s sole director.

- (h) I swear that I will promptly transfer ownership of the entire land on which the Ludhiana power plant is situated (property description understood to be Khasra No. 67/20/2, 21, 68/23, 25, 74/3, 4, 7, 8, 13, 14 Village Boparai Kalan, H.B. No. 88, Teshsil Jagraon, Dist. Ludhiana, Punjab, India) to Dr. Goel or his designee and fully cooperate in any way needed to effectuate that transfer, including providing a Power of Attorney to a Goel designee. Said Power of Attorney will provide complete signature authority to a Goel designee to execute any and all documents on behalf of Jaspal Singh Deol to accomplish said land transfer and associated filings.

I declare under penalty of perjury that the foregoing is true and correct. Executed this ____ day of February 2018, at _____

Jaspal Singh Deol

STATE OF _____)

COUNTY OF _____)

I, _____, a Notary Public, do hereby certify that on this
 ____ day of _____, 2018, _____ personally appeared
 before me _____, known to me to be the person whose name is
 subscribed to the foregoing instrument, and swore and acknowledged to me that he
 executed the same for the purpose and in the capacity therein expressed, and that the
 statements contained therein are true and correct.

Notary Public, State of _____

Name, Typed or Printed: _____

My Commission Expires: _____

PROOF OF SERVICE BY EMAIL & U.S. MAIL

Re: Goel, Prabhakar vs. Econergy, Inc., et al.
Reference No. 1110016365

I, Jason Clark, not a party to the within action, hereby declare that on February 21, 2018, I served the attached Further Injunctive Orders Directed to Jaspal Singh Deol on the parties in the within action by Email and by depositing true copies thereof enclosed in sealed envelopes with postage thereon fully prepaid, in the United States Mail, at San Jose, CALIFORNIA, addressed as follows:

Robert J. Yorio Esq.
Christine Watson Esq.
Carr & Ferrell, LLP
120 Constitution Drive
Menlo Park, CA 94025
Phone: 650-812-3400
yorio@carrferrell.com
cwatson@carrferrell.com

Parties Represented:
Prabhakar Goel

Ognian Gavrilov Esq.
Eliezer M. Cohen Esq.
Gavrilov & Brooks
2315 Capitol Ave.
Sacramento, CA 95816
Phone: (916) 504-0529
info@gavrilovlaw.com
ecohen@gavrilovlaw.com

Parties Represented:
Econergy, Inc.
Jaspal Singh Deol

I declare under penalty of perjury the foregoing to be true and correct. Executed at San Jose, CALIFORNIA on February 21, 2018.



Jason Clark
JClark@jamsadr.com

Exhibit

F

JAMS ARBITRATION
Case No. 1110016365

PRABHAKAR GOEL, an individual;
and GOEL FAMILY VENTURES I LP,
a limited partnership,

Claimants,

vs.

ECONERGY, INC., a California
Corporation, and JASPAL SINGH DEOL,
an individual,

Respondents.

ECONERGY, INC., a California
Corporation, and JASPAL SINGH DEOL,
an individual,

Counter-Claimants,

vs.

PRABHAKAR GOEL, an individual;
and GOEL FAMILY VENTURES I LP,
a limited partnership,

Counter-Respondents.

**FURTHER PARTIAL FINAL AWARD DETERMINING VALUE OF
JASPAL DEOL'S INTEREST IN ECONERGY, INC., AND VALUE OF
LUDHIANA LAND**

PROCEDURAL BACKGROUND

The (Corrected) Partial Final Award¹ and subsequent orders in this matter required Respondent Jaspal Singh Deol (“Deol”) to make good on the personal guarantee he had given to Claimant Prabhakar Goel (“Goel”) as part of the 2011 Loan Agreement. Deol was given the option of satisfying his guarantee by either paying \$352,308.59 or by turning over to Goel the two items Deol had pledged in lieu of a cash payment under that personal guarantee, i.e., Deol’s land underlying Econergy’s solar farm in the Ludhiana District of the State of Punjab, India, (“the Ludhiana land”²) and Deol’s fifty-one percent (51%) shareholder interest in Econergy, Inc.

Deol elected not to make the cash payment to satisfy his guarantee, and thus was ordered to transfer the two items in question.³

Hearings to determine the value of each item took place on December 18, 2017, and January 12, 2018, at the JAMS Silicon Valley Resolution Center, 160 W. Santa Clara Street, Sixteenth Floor, San Jose, California. Robert J. Yorio, Esq., of Carr & Ferrell LLP, appeared on behalf of Claimants/Counter-Respondents Prabhakar Goel and Goel Family Ventures I LP (“GFV I LP”). Prabhakar “Prabhu” Goel also personally appeared at both hearing. Ognian Gavrilov, Esq., of Gavrilov & Brooks, appeared on behalf of Respondents/Counter-Claimants Econergy, Inc. and Jaspal Singh Deol at the December 18, 2017, hearing. Eliezer Cohen, Esq., of Gavrilov & Brooks, appeared on behalf of Respondents/Counter-Claimants at the January 12, 2018, hearing. No party requested that the proceedings be reported. The parties agreed that the two items were to be valued as of October 2017.

The following reports, documents, and briefs were submitted on the valuation issues:

1. Anand & Associates Valuation (land value), dated September 5, 2017;
2. Anand & Associates Supplemental Report (land value), dated December 12, 2017, and Claimant’s objection thereto, dated December 15, 2017;
3. Colliers International Valuation Report (land value), dated October 31, 2017;
4. Expert Report of Eric Sundheim (share value), dated November 10, 2017;
5. Valuation Report of Sergey Mysin, CPA (share value), dated November 13, 2017;

¹ Issued June 21, 2017.

² Eleven parcels totaling approximately 10.2 acres, described as Khasra No. 67/20/2, 21, 68/23, 24, 25, 74/3, 4, 7, 8, 13, and 14, Village Bopora Kalan, H.B. 88, Teshil Jagraon, Dist. Ludhiana, Punjab, India.

³ See Orders Following August 4, 2017, Hearing.

6. Jaspal Deol's Letter Brief Re: Valuation of Land, dated November 20, 2017;
7. Claimant's Letter Brief re Valuations (land and share value), dated November 20, 2017;
8. Respondent's Letter Brief in Opposition to Claimants' Letter Brief (land and share value), dated November 30, 2017;
9. Robert J. Yorio Letter to Judge Baines Re: Valuation of the Transferred Land, dated January 8, 2018; and
10. Robert J. Yorio Letter to Judge Baines, Re Offers to Sell Two Projects (1 MW) (land value) dated January 10, 2018.
11. The letter brief of Eliezer Cohen, Esq., dated February 9, 2018, submitted on behalf of Respondent/Counter-Claimant Deol.
12. The letter brief of Robert J. Yorio, Esq., dated February 15, 2018, submitted on behalf of Claimants/Counter-Respondents.

The undersigned, having read and considered the above documents and reports, and considered the written and oral arguments of counsel, and good cause appearing, hereby makes the following findings, and issues the following Further Partial Final Award:

FINDINGS

1. The undersigned finds that the value of the Ludhiana land, as of October 2017, was \$342,000.00.
2. The undersigned finds that the value of Jaspal Singh Deol's fifty-one percent (51%) shareholder interest in Econergy, Inc., as of October 2017, was \$634,600.00.
3. Once the transfer of these two items is completed, Deol will be deemed to have satisfied his personal guarantee under the Loan Agreement. Additionally, Deol will be entitled to a credit of \$624,291.41, the amount by which the combined value of the two transferred items exceeds the amount of his personal guarantee. That credit will be applied toward any financial obligations that may be imposed on Deol, individually, in this matter. Ultimately, any excess credit (after application to obligations determined herein) will be ordered paid to Deol, individually, by Goel, individually.
4. Once the transfer of these two items is completed, \$352,308.59 will be deducted from the balance due to Goel, from Econergy, Inc., under the Loan Agreement.
5. Given the value of the Ludhiana land, as determined above, it does not appear that GFV I LP was damaged by Deol's failure to honor the option


he had given to GFV I LP to purchase one half of the Ludhiana land in 2012 for \$300,000. However, if GFV I LP contends that it was damaged by that failure to honor the option agreement, it may present argument on, and evidence of, its claimed damages in the later proceedings herein.

FURTHER PARTIAL FINAL AWARD

The above valuations are hereby entered in this matter as a Further Partial Final Award, as follows:

1. The value of the Ludhiana land, as of October 2017, was \$342,000.00;
2. The value of Jaspal Singh Deol's fifty-one percent (51%) interest in Econergy, Inc., as of October 2017, was \$634,600.00.
3. Once the transfer of these two items is completed, Deol will be deemed to have satisfied his personal guarantee under the Loan Agreement. Additionally, Deol will be entitled to a credit of \$624,291.41, the amount by which the combined value of the two transferred items exceeds the amount of his personal guarantee. That credit will be applied toward any financial obligations that may be imposed on Deol, individually, in this matter. Ultimately, any excess credit (after application to obligations determined herein) will be ordered paid to Deol, individually, by Goel, individually.
4. Once the transfer of these two items is completed, \$352,308.59 will be deducted from the balance due to Goel, from Econergy, Inc., under the Loan Agreement.

Dated: February 20, 2018.


Hon. Robert A. Baines
Judge of the Superior Court (Ret.)
Arbitrator

PROOF OF SERVICE BY EMAIL & U.S. MAIL

Re: Goel, Prabhakar vs. Econergy, Inc., et al.
Reference No. 1110016365

I, Jason Clark, not a party to the within action, hereby declare that on February 21, 2018, I served the attached Further Partial Final Award Determining Value of Jaspal Deol's Interest in Econergy, Inc., and Value of Ludhiana Land on the parties in the within action by Email and by depositing true copies thereof enclosed in sealed envelopes with postage thereon fully prepaid, in the United States Mail, at San Jose, CALIFORNIA, addressed as follows:

Robert J. Yorio Esq.
Christine Watson Esq.
Carr & Ferrell, LLP
120 Constitution Drive
Menlo Park, CA 94025
Phone: 650-812-3400
yorio@carrferrell.com
cwatson@carrferrell.com
Parties Represented:
Prabhakar Goel

Ognian Gavrilov Esq.
Eliezer M. Cohen Esq.
Gavrilov & Brooks
2315 Capitol Ave.
Sacramento, CA 95816
Phone: (916) 504-0529
info@gavrilovlaw.com
ecohen@gavrilovlaw.com
Parties Represented:
Econergy, Inc.
Jaspal Singh Deol

I declare under penalty of perjury the foregoing to be true and correct. Executed at San Jose, CALIFORNIA on February 21, 2018.



Jason Clark
jclark@jamsadr.com

Exhibit

G

-----Original Message-----

From: Hon. Robert Baines (Ret.) [<mailto:rbaines@jamsadr.net>]

Sent: Monday, March 19, 2018 9:02 AM

To: Robert Yorio; ecohen@gavrilovlaw.com; info@gavrilovlaw.com

Cc: Cvictory; Landersen

Subject: Goel, et al v. Econergy, et al., JAMS Ref. #1110016365 -- Follow-Up to March 16, 2018, Hearing

Counsel -- This is to confirm the orders I made at the conclusion of last Friday's hearing, as follows:

1. Counsel for Mr. Deol was to deliver to Mr. Deol, on that same day, copies of the two orders issued in this matter on February 21, 2018 (Mr.

Deol testified that he was unaware of those orders); 2. Mr. Deol was ordered to comply with the provisions of the injunctive relief order ("Further Injunctive Orders Directed to Jaspal Singh Deol,"

dated February 20, 2018) by the end of today's date (March 19, 2018), including execution and return of the Affidavits ordered in ¶8 of that Order; and 3. Counsel for Mr. Deol is to promptly forward to counsel for Dr. Goel copies of any post-2014 tax returns that have been prepared for Econergy, Inc.

-- Judge Baines(Ret.)/Arbitrator

--

Hon. Robert A. Baines (Ret.)

JAMS, Silicon Valley Resolution Center

160 W. Santa Clara St., Suite 1600

San Jose, CA 95113

(408) 288-2240 (408) 295-5267 (fax)

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